

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

HYPERFOCAL COMMUNICATIONS, LLC

2. Registration Number

7267

3. Primary Address of Registrant

633 Pennsylvania Avenue NW, Washington, DC 20004

4. Name of Foreign Principal

Southern Transitional Council

5. Address of Foreign Principal1 Gold Mohr Beach
Al-Tawahi, Aden, South Yemen
YEMEN**6. Country/Region Represented**

YEMEN

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☒ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

Saleh Ghalib Al-Quaiti, Special Advisor to STC President

b) Aim, mission or objective of foreign political party

STC aims to obtain equitable representation and to promote the rights and well being of the people of South Yemen.

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/05/2023Stuart Jolly/s/Stuart Jolly05/05/2023Yolanda Caraway/s/Yolanda Caraway

EXECUTION

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Date

Printed Name

Signature

5/4/23

YOLANDA H. CARAWAY



EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

4 May 2023	STUART A. TOLLY	Stuart Tolly
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
HYPERFOCAL COMMUNICATIONS, LLC

2. Registration Number
7267

3. Name of Foreign Principal
Southern Transitional Council

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 05/01/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached contract. Registrant has been engaged by the Foreign Principal to provide consulting services in government relations, public affairs, and communications in the United States on behalf of STC's aims to obtain equitable representation and to promote the rights and well being of the people of South Yemen.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see the attached contract. Registrant has been engaged by the Foreign Principal to provide consulting services in government relations, public affairs, and communications in the United States on behalf of STC's aims to obtain equitable representation and to promote the rights and well being of the people of South Yemen.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant has been engaged by the Foreign Principal to provide consulting services in government relations, public affairs, and communications in the United States on behalf of STC's aims to obtain equitable representation and to promote the rights and well being of the people of South Yemen.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
05/03/2023- 05/03/2023	Southern Transitional Council	Contracted Consulting Fees	\$ 300,000.00

\$ 300,000.00

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/05/2023Stuart Jolly/s/Stuart Jolly05/05/2023Yolanda Caraway/s/Yolanda Caraway

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Date

Printed Name

Signature

4 May 2023

STUART A. TOLLY

Stuart Tolly

EXECUTION

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Date

Printed Name

Signature

5/4/23

YOLANDA H. CARAWAY



CONSULTING AGREEMENT

This Consulting Agreement ("**Agreement**") is made and entered into effective this the May 1, 2023, by and between **Hyperfocal Communications, LLC**, with a mailing address at 633 Pennsylvania Ave. NW Washington, DC 20004 ("**Consultant**") and **Southern Transitional Council ("STC")**, collectively referred to as "Parties" having entered into this "Agreement".

WHEREAS, STC requires a consultant to provide lobbying services in the United States of America;

WHEREAS, the Consultant has been engaged by the STC to provide consulting services in support of the STC's goals.

NOW THEREFORE, the parties agree as follows:

1. SCOPE OF CONSULTING AGREEMENT

The Consultant shall, through the use of its best and commercially reasonable efforts, engage with members of the United States government and media on behalf of STC.

2. TERM OF AGREEMENT

The initial term of this Agreement shall be one (1) year. Any extension of scope and compensation of the Agreement shall be governed by the same terms and conditions contained in this Agreement unless otherwise amended by the Parties in writing.

Subject to the foregoing, either party to this Agreement may give notice of termination ("Notice of Termination") of this Agreement, with or without cause, through written or email notice to the other party's designated representative for notice. The sending of the Notice of Termination shall terminate the Agreement effective upon the date such notice is sent ("Termination Date").

3. COMPENSATION OF CONSULTING SERVICES

a. Compensation shall be structured as follows:

- i. Upon execution of this Agreement, STC shall pay to Consultant a fee of \$300,000 USD;
- ii. No later than 90 days following the execution of this Agreement, STC shall pay to Consultant a fee of \$900,000 USD;
- iii. STC agrees to reimburse Consultant for all pre-approved travel and accommodation expenses.



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4. INDEPENDENT CONTRACTOR; NO AGENCY AND NO JOINT VENTURE

The Parties expressly agree that this Agreement does not create an agency agreement or a joint venture agreement. The Parties expressly agree that Consultant are independent contractors entitled to use and exercise their own judgment and discretion. While all actions shall be taken in consultation with STC, Consultant shall not be obligated to carry out any course of action, of which the Consultant does not approve or agree.

5. LIMITATION ON WARRANTIES

THIS IS A BUSINESS SERVICE ENGAGEMENT. CONSULTANT WARRANT THAT THEY WILL PERFORM CONSULTING SERVICES HEREUNDER IN GOOD FAITH. CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. AGREEMENT SUBJECT TO ARBITRATION

THIS AGREEMENT IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITH VENUE BEING HOUSTON, HARRIS COUNTY, TEXAS WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES. ANY DISPUTE ARISING BETWEEN THE PARTIES UNDER THIS AGREEMENT SHALL FIRST BE SUBMITTED TO MEDIATION, AND IF THE PARTIES CANNOT RESOLVE THE DISPUTE WITHIN 60 DAYS BY MEDIATION, THEY AGREE TO SUBMIT TO BINDING ARBITRATION, SUCH ARBITRATION TO BE HELD UNDER THE COMMERCIAL RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION SHALL BE CONDUCTED BY A SINGLE MEMBER PANEL HELD IN HOUSTON, HARRIS COUNTY, AND TEXAS. THIS ARBITRATION AWARD CAN BE ENFORCED BY ANY COURT HAVING PROPER JURISDICTION OVER THE PARTIES. IF THE PARTIES CANNOT AGREE ON A SINGLE ARBITRATOR SUBMITTED FROM A LIST OF ARBITRATORS FROM THE AMERICAN ARBITRATION ASSOCIATION THEN EACH PARTY WILL SELECT AN ARBITRATOR FROM THIS LIST AND THESE TWO ARBITRATORS WILL SELECT THE ARBITRATOR WHO WILL CONDUCT SAID ARBITRATION. THE ARBITRATION PROCESS WILL BE HELD WITHIN 180 DAYS OF A PARTY NOTIFYING THE OTHER PARTY OF A LEGAL DISPUTE.

7. FOREIGN CORRUPT PRACTICES

THE PARTIES SHALL ABIDE BY ALL FOREIGN AND DOMESTIC LAWS AND SPECIFICALLY THE UNITED STATES FOREIGN CORRUPT PRACTICES ACT OF 1977, AS AMENDED, 15 U.S.C. §§ 78DD-1, ET SEQ. ("FCPA"), WHICH WAS ENACTED FOR THE PURPOSE OF MAKING IT UNLAWFUL FOR CERTAIN CLASSES OF PERSONS AND ENTITIES TO MAKE PAYMENTS TO FOREIGN GOVERNMENT OFFICIALS TO ASSIST IN OBTAINING OR RETAINING

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BUSINESS. SPECIFICALLY, THE ANTI-BRIBERY PROVISIONS OF THE FCPA PROHIBIT THE WILLFUL USE OF THE MAILS OR ANY MEANS OF INSTRUMENTALITY OF INTERSTATE COMMERCE CORRUPTLY IN FURTHERANCE OF ANY OFFER, PAYMENT, PROMISE TO PAY, OR AUTHORIZATION OF THE PAYMENT OF MONEY OR ANYTHING OF VALUE TO ANY PERSON, WHILE KNOWING THAT ALL OR A PORTION OF SUCH MONEY OR THING OF VALUE WILL BE OFFERED, GIVEN OR PROMISED, DIRECTLY OR INDIRECTLY, TO A FOREIGN OFFICIAL TO INFLUENCE THE FOREIGN OFFICIAL IN HIS OR HER OFFICIAL CAPACITY, INDUCE THE FOREIGN OFFICIAL TO DO OR OMIT TO DO AN ACT IN VIOLATION OF HIS OR HER LAWFUL DUTY, OR TO SECURE ANY IMPROPER ADVANTAGE IN ORDER TO ASSIST IN OBTAINING OR RETAINING BUSINESS FOR OR WITH, OR DIRECTING BUSINESS TO, ANY PERSON. THE PARTIES REPRESENT THAT THEY HAVE NOT, OR WILL NOT, PAY ANY UNLAWFUL FUNDS IN VIOLATION OF THE FCPA OR ANY GOVERNMENT ANTI-BRIBERY STATUTE HAVING PROPER JURISDICTION OVER PARTIES.

8. LIMITATION ON ACTIONS

All legal actions arising under or related to this Agreement must be commenced within one (1) year of the Termination Date of the Agreement.

9. LIMITATION ON DAMAGES

The Consultant shall not be responsible or liable to the STC for any actions, damages, claims, liabilities, costs, expenses, or losses arising out of or related to this Agreement or the consulting services performed hereunder in excess of the fees of the amount paid to the Consultant by the STC under this Agreement. In no event shall the Consultant be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense or losses whether in contract, tort, statute or otherwise.

10. CONSULTANT'S DISCLOSURE

The Consultant makes no representations, warranties or guarantees of any specific results or success.

11. ADDITIONAL WARRANTIES AND REPRESENTATIONS OF PARTIES

- a. This Agreement may not be assigned by either party or transferred by operation of law to any other person or organization without the express written approval of the other party.



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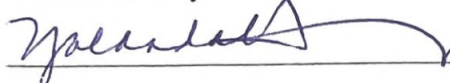
- b. The Arbitration, Indemnification provisions set forth in the Agreement, and any other provision, which by its sense and context is appropriate, shall survive the termination of this Agreement by either party for any reason.
- c. Neither party shall be in breach of this Agreement in the event it is unable to perform its obligations under this Agreement as a result of natural disaster, war, or emergency conditions.
- d. The parties agree that this Agreement supersedes all previous communications, oral or written, and all other communications between them relating to the license and to the subject hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.



IN WITNESS THEREOF, the parties have executed this Agreement as of the date first set forth above.

" Consultant" Hyperfocal Communications, LLC


Name: Yolanda Caraway

Signature: 

Title: Co-Chairman & Managing Partner

"STC " Southern Transitional Council

Signature: 

Title: 

"Special Adviser to STC President"
26/04/2023

